

Attachment B  
Additional Terms and Conditions for  
Request for Quotation (RFQ) CFHRB-13-SO-0165  
“CFTC Auditor Training”

**1. TYPE OF CONTRACT – FIRM FIXED PRICE**

This is a fixed price contract. The Contractor shall be paid upon successful completion of each class.

Item No.	Description	Qty	Unit	Unit Price	Total Amount
0001	<b><u>BASE YEAR</u></b> The Contractor shall provide all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in the resulting delivery order as furnished by the Government) and otherwise do all things necessary for, or incidental to, providing six (6) Auditor Training courses as outlined in the Statement of Work and the quoter’s proposal. <i>(Firm-Fixed Price)</i>	6	EA	\$_____	\$_____
0002	<b><u>OPTION YEAR ONE</u></b> The Contractor shall provide all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in the resulting delivery order as furnished by the Government) and otherwise do all things necessary for, or incidental to, providing six (6) Auditor Training courses as outlined in the Statement of Work and the quoter’s proposal. <i>(Firm-Fixed Price)</i>	6	EA	\$_____	\$_____
0003	<b><u>OPTION YEAR TWO</u></b> The Contractor shall provide all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in the resulting delivery order as furnished by the Government) and otherwise do all things necessary for, or incidental to, providing six (6) Auditor Training courses as outlined in the Statement of Work and the quoter’s proposal. <i>(Firm-Fixed Price)</i>	6	EA	\$_____	\$_____

## **2. PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from the effective date of award through one (1) year. The six (6) training events per year shall be scheduled as mutually agreed to by the Contracting Officer's Representative (COR) and the Contractor. In the event the COR and Contractor cannot reach an agreement, the Contracting Officer shall unilaterally determine the date that the training must be conducted by the Contractor.

## **3. OPTION TO EXTEND THE TERM OF THE CONTRACT**

The Government may unilaterally extend the term of this contract by the Contracting Officer giving written notice of renewal (a modification to the contract) to the contractor within thirty (30) days prior to contract expiration; provided that the Contracting Officer shall give the contractor preliminary notice of the Government's intention to extend at least thirty (30) days prior to contract expiration.

The preliminary notice does not commit the Government to an extension. The total duration of this contract including the exercise of any options under this clause shall not exceed three (3) years. Should the Government exercise an option(s) hereunder, all contractual ceilings, terms and conditions in force shall apply during the option(s) period(s).

Exercise of the option(s) cited shall be in accordance with the terms and prices below.

Period Covered	Firm-Fixed-Price
Option Year 1	_____
Option Year 2	_____

## **4. PAYMENT TO CONTRACTOR – LEGAL EDUCATION SERVICES**

For purposes of the Prompt Payment Act, P.L. 97-177, payments under this contract will be due the 30<sup>th</sup> calendar day after the successful completion of each training course and actual receipt of a proper invoice in the office designated to receive.

An invoice shall be prepared and submitted to the designated billing office specified herein. A proper invoice must include the information listed in items 1-8 below. If the invoice does not comply with these requirements, the contractor will be notified of the defect within seven days after receipt of the invoice in the billing office.

1. Name and address of the contractor.
2. Invoice date and invoice number. (The contractor should date invoices as close as possible to the date of the mailing or transmission.)
3. CFTC contract number.
4. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
5. Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

6. Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
7. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
8. Taxpayer Identification Number (TIN).

Payment will be in accordance with the clause at FAR 52.232-33 "Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003)". Invoices may be submitted by mail or e-mail to the following billing office:

U.S. DOT - Mike Monroney Aeronautical Center  
Financial Operations Division  
CFTC Accounts Payable Branch  
AMZ-150  
PO Box 25710  
Oklahoma City, OK 73125  
E-Mail: 9-AMC-AMZ-CFTC@faa.gov

## **5. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## **6. CONTRACTING OFFICER**

For the purpose of this contract, the Contracting Officer is:

Kathryn M. Rison  
Commodity Futures Trading Commission  
Financial Management Branch  
1155 21st Street, NW  
Washington, DC 20581  
Phone: (202)418-5419  
E-Mail: [krison@cftc.gov](mailto:krison@cftc.gov)

## **7. CONTRACTING OFFICER'S REPRESENTATIVE**

For the purpose of this contract, the Contracting Officer's Representative is: (to be identified at time of award).

## **8. TECHNICAL DIRECTION AND SURVEILLANCE**

(a) Performance of work under this contract shall be subject to the surveillance and written technical direction of the COR. The term "technical direction" is defined to include:

(1) Directions to the contractor that provide clarification of the requirements described in the Statement of Work.

(2) Inspection and acceptance of deliverables completed by the contractor under this contract.

(b) The COR does not have authority to, and may not, issue any technical direction which:

(1) Assigns additional work outside the scope of work of the contract;

(2) Constitutes a change as defined in the contract clause entitled "Changes";

(3) In any manner causes an increase or decrease in the contract price or the time required for performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the contractor's right to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COR. The contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed in this clause and within his/her authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR would increase or decrease the cost of the contract or result in work outside the scope of the contract, the contractor shall not proceed but shall immediately notify the Contracting Officer in writing. It is anticipated that within 30 days of receiving the notification from the contractor, the Contracting Officer will either issue an appropriate contract modification or advise the contractor in writing that:

(1) The technical direction is rescinded in its entirety;

(2) The technical direction is within the scope of the contract, does not constitute a change under the "Changes" clause of the contract and that the contractor should continue with the performance of the technical direction.

(d) A failure of the contractor and Contracting Officer to agree that the technical direction is within scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the "Disputes" clause of the contract.

(e) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COR whom the Contracting Officer shall appoint shall be at the contractor's risk.

## **9. F.O.B. POINT**

Delivery of any and all items under this contract shall be shipped F.O.B. destination.

## **10. PRIVACY ACT, SECURITY AND NON-DISCLOSURE OF CONFIDENTIAL INFORMATION –EDUCATION SERVICES**

(a) As used in this clause, the term "confidential information" means information obtained during performance of work for the CFTC that is confidential in nature, is nonpublic commercial, economic or official CFTC information, or contains personally identifiable information (PII). Confidential information includes, but is not limited to the following: sensitive or proprietary business, commercial, or economic information (including CEA Section 8 data which reveals business transactions or market positions of any person and trade secrets or names of customers); internal agency work products, programs, databases and materials; PII (including home addresses or other personal contact information, information about training courses taken when such information is linkable to an individual, full or partial social security numbers, dates of birth, bank, credit card or other account numbers); and any information learned in the scope of performing duties for the CFTC that the contractor and its personnel know or reasonably should know has not been made available to the general public.

(b) The contractor agrees that any personnel it authorizes to perform services for the CFTC will be granted access to confidential information only as required for the completion of work set forth in the Statement of Work. The contractor shall not grant its personnel access to confidential information outside of the scope of the Statement of Work.

(c) The contractor shall use confidential information only for the purposes of performing tasks described in the Statement of Work, and to otherwise hold such information confidential. The contractor shall not directly or indirectly use or allow the use of any confidential information for any purpose other than that directly set out in the Statement of Work. The contractor shall not directly or indirectly allow access to, discuss with, transfer, or reveal the nature of confidential information to any person other than CFTC employees or other contractor personnel directly involved in, and authorized to perform, the services identified in the Statement of Work.

(d) The contractor shall handle CFTC confidential information in accordance with CFTC policies regarding recordkeeping and safeguarding PII. The contractor shall comply with the Privacy Act of 1974, 5 U.S.C. § 552a, and the Federal Information Security Management Act ("FISMA"), 44 U.S.C. §§ 3541 et seq., and related regulations, and shall use administrative, technical and physical security measures to protect CFTC confidential information from unauthorized access, disclosure and misuse. The contractor shall take the appropriate steps to secure both paper and computer files and access to same, shall lock paper records in cabinets or offices when not in use, and shall dispose of paper records by shredding or similar means of secure destruction.

(e) The contractor shall not accept service of a subpoena for documentary information contained in or relating to CFTC information. If served with a subpoena or other legally enforceable

demand for testimony regarding confidential information that is covered by this contract, the contractor shall notify the CFTC Office of General Counsel (OGC), in writing, prior to responding and complying with the demand. If the contractor is ultimately required to comply with the subpoena or legally enforceable demand, such contractor shall make appropriate representations, as instructed by the OGC concerning the CFTC's interest in maintaining confidentiality. In addition, the contractor will also be instructed on how to use best efforts to obtain appropriate assurances of confidentiality from the third party.

(f) In the event of an incident involving the real or potential loss, compromise or unauthorized access to or disclosure of confidential information, the contractor shall immediately report the incident to the Contracting Officer, the CFTC IT Security Specialist and Chief Privacy Officer. The contractor shall cooperate with CFTC personnel in handling any investigation of the incident and mitigating risks of similar future incidents.

(g) When the work authorized by the Statement of Work is complete, the contractor shall certify in writing to the Contracting Officer that all CFTC confidential information under the control of the contractor, including, but not limited to, documents or electronic information, or copies of the same, has been deleted from the contractor's premises and systems.

## **11. LIABILITY**

The contractor shall be responsible for all liabilities which result from willful misconduct, gross negligence, or lack of good faith on the part of any of its officers and employees. Such liability is not restricted by any dollar limitations.

## **12. COMPLIANCE WITH THE REHABILITATION ACT OF 1973**

All electronic and information technology ("EIT") procured through this contract must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of The Rehabilitation Act of 1973, as amended (29 U.S.C. 794d). In the event that the contractor's work does not meet such standards, and the defect is brought to the contractor's attention no later than one year after the date of final payment under this contract, the contractor will be responsible for correcting the work at no cost to the Government.

## **13. GOVERNMENT RIGHTS IN DATA**

The Government shall have unrestricted rights in all data developed under this contract, as described in FAR Clause 52.227-14, Rights in Data—General (Dec 2007), which is incorporated herein by reference.

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